

Bettendorf

Bettendorf FF Assn.

7/1/2006 6/30/2010

# Contract

Between the

Bettendorf Professional Firefighters' Association



IAFF Local 3190

and the

City of Bettendorf

Bettendorf

July 1, 2006 - 2010

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**ARTICLE 1**  
**Intent & Purpose**

- 1.1 It is the intent and purpose of the parties here, to set forth an agreement concerning rates of pay and other subjects of bargaining, to promote orderly and peaceful labor relations for the mutual interest of the City, its Employees, the Association, and the Public to the end that there will be no work slowdowns, stoppages, strikes, interruptions of work or other interference with the orderly, effective and efficient operation of the City's business, to assure the orderly, effective and efficient operation of the Fire Department in order to provide for health, safety and welfare of the citizens of Bettendorf, and to promote the prompt and efficient performance of work assigned to employees. This agreement makes every attempt to conform to FLSA standards.
- 1.2 The parties recognize and declare the necessity of providing the most efficient and highest quality services to the citizens and taxpayers of the City of Bettendorf.
- 1.3 The parties further recognize that the basic purpose of the City of Bettendorf is to operate and conduct City business, and the Fire Department is obligated to assist the City Administration in keeping the City safe and functional for those who use it.

**ARTICLE 2**  
**Recognition**

- 2.1 The City recognizes the Association as the bargaining agent for all regular full-time employees in the following described unit as certified by the Public Employment Relations Board in Case No. 2580 on November 28, 1983: and as agreed by stipulation of the parties.

INCLUDED: Any and all full-time, paid Firefighters, Lieutenants, and Captains employed by the City of Bettendorf, Iowa, per Civil Service requirements as described by the State of Iowa.

EXCLUDED: Fire Chief, any full-time officers above the rank of Captain, any part-time or volunteer firefighters employed by the City of Bettendorf, Iowa, and all other personnel excluded by Chapter 20 of the State Code of Iowa.

**ARTICLE 3**  
**City & Association Rights & Responsibilities**

- 3.1 Unless limited by a provision of this Agreement, the Association recognizes the authority, powers, rights and prerogatives which belong to the City, including, but not limited to all rights enumerated in Section 7, Chapter 20, Code of Iowa, the right to manage, operate and direct the work and working forces, to maintain order and efficiency, to schedule and assign work, to determine the size and location of the City's operations and to determine the type and amount of equipment to be used, to extend, maintain, curtail or terminate operations of the City, to determine methods and materials to be used, to create, modify and terminate departments, job classification and job duties, to determine the number and starting times of shifts, the number of hours and days in the

workweek, hours of work, the number of persons to be employed at any time and establish their duties, to make, implement and require employees to observe rules and regulations set forth by the City.

- 3.2 The City and the Association will cooperate to the fullest extent and share a mutual responsibility to assure that there shall be no unlawful discrimination against any employee by the City or the Association because of race, creed, color, national origin or sex.

- 3.3 The City will not unlawfully interfere with the right of its employees to become members of the Association. The Association will not unlawfully interfere with the right of the City's employees to refrain from Association membership. There shall be no unlawful discrimination by the City or the Association because of membership or non-membership in the Association.

The Association agrees that neither it nor any of its officers or agents will engage in any Association activity that will interrupt or interfere with the operations of the City.

- 3.4 The City agrees that, during the term of this Agreement, it will not engage in any unlawful lockout over a dispute with the Association.

- 3.5 The Association agrees that neither it nor its officers, agents or representatives, nor any employee covered by this Agreement will directly or indirectly cause, authorize, induce, encourage, instigate, ratify, condone, participate in, or fail or refuse to prevent any work stoppage, strike, slowdown, boycott, picketing or other action or inaction which interrupts or interferes with the operations of the City.

- 3.6 Employees elected or appointed to represent the Union on City committees shall be granted reasonable time to perform Union functions including but not limited to attendance at regular and special meetings within the City of Bettendorf, not to exceed 2 on duty personnel.

The City shall allow the use of existing bulletin boards in all Union staffed fire stations for the posting of IAFF meeting notices and similar information. No posting of an inflammatory or derogatory nature shall be allowed. Materials posted which are derogatory or inflammatory as deemed by the Fire Chief shall be removed.

The City shall also allow the Association to maintain such records and materials as are currently stored in the Union filing cabinet at the location selected by the Union.

- 3.7 If an employee is required to possess a Chauffeur's License in order to perform work for the City, the employer shall reimburse the employee for the cost of such license beyond the cost of a driver's license.

#### **ARTICLE 4**

##### **Civil Service System**

- 4.1 The Association recognizes that the employees and employment covered by this Agreement are subject to and governed by the Rules, Policies and Procedures of the Bettendorf Civil Service Commission promulgated or implemented under the Civil

Service system established pursuant to statute or administrative procedure, such as Chapter 400, Code of Iowa.

- 4.2 All original and promotional appointments shall be subject to the serving of a probationary period which shall consist of twelve (12) months and six (6) months respectively, of continuous active service as a permanent full-time employee, and which shall be considered as a part of the examination process.
- 4.3 For this agreement, seniority, for the purpose of vacation, Kelly day, comp time scheduling shall be established by the employee's date of hire by the Bettendorf Fire Department.
- 4.4 For the purpose of vacation accrual, seniority shall be established by the employee's date of hire by the City of Bettendorf.

## **ARTICLE 5**

### **Grievance Procedure**

- 5.1 A grievance is defined as a timely filed claim by an employee covered by this Agreement, which alleges that there has been a violation of a specific provision of this Agreement by the City.
- 5.2 An employee who claims a grievance should promptly meet with the Fire Chief in an attempt to resolve the issue informally, but in no event later than five (5) days after the occurrence upon which the alleged grievance is based. If the Fire Chief and the employee are unable to resolve the alleged grievance within said five (5) day period, and the employee wishes to pursue the matter, the alleged grievance shall be processed in the following manner:
  - Step One: The employee shall promptly reduce his/her grievance to writing and submit it to the Fire Chief, but in no event later than five (5) days after the receipt of the immediate supervisor's oral answer. The written grievance shall specifically state and set forth in detail all of the relevant facts upon which it is based, the section of this relief sought. The Fire Chief will provide a written answer to the grievant within five (5) days after the receipt of the written grievance.
  - Step Two: If the grievance is not settled at Step One and the grievant wishes to appeal the grievance to Step Two, the written grievance shall be submitted to the City Administrator within five (5) business days after receipt of the Fire Chief's written answer. The City Administrator shall provide a written answer to the grievance within five (5) business days of receipt.
- 5.3 If the grievance is not settled in accordance with the foregoing procedure, the Association and grievant may submit the grievance to arbitration by written notice of the arbitration, submitted to the City Administrator within ten (10) business days after a receipt of the answer in Step Two. Said written notice must be signed by both the grievant and an authorized representative of the Association. Within ten (10) business days after receipt of the notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall, within fifteen (15)

business days after the receipt of the notice, jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request a new panel be submitted. With ten (10) business days after receipt of the panel, the parties shall determine by lot which party shall strike the first name; the parties shall then alternate strikes until the last and remaining person shall act as the arbitrator. The Association reserves the final right to determine if a grievance brought by a member of the Association will advance to arbitration.

Subject to the availability and convenience of the City and Association representative, the arbitrator shall schedule the time and the place for a hearing on the grievance, with each side having the right to a post-hearing brief.

- 5.4 An arbitrator selected pursuant to the provisions of section 5.3 shall have no power or authority to amend, modify, nullify, ignore, add to or subtract from any terms of the Agreement, to substitute the arbitrator's discretion for that of the City, or to make any decision contrary to or inconsistent with or modifying in any way the applicable laws and rules and regulations. No liability shall accrue against the City for a date prior to the date upon which grievance was first submitted. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with these provisions, a decision of the arbitrator, if within the scope of the arbitrator's authority, shall be final and binding upon the parties. The arbitrator may not hear more than one grievance, unless the presentation of more than one grievance involving similar facts, issues and contract provisions is mutually agreed to by the City and the Association.
- 5.5 The reasonable expenses, fees and costs of the arbitrator, a court reporter, transcript and hearing room shall be shared mutually by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensation its own representatives and witnesses.
- 5.6 For the purpose of this Article, reference to "days" shall not include Saturdays, Sundays, and paid holidays. All grievances shall be presented, discussed and processed during the grievant's non-working time.
- 5.7 The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the City's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the City's specified representative to answer a grievance or an appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step which may be timely appealed to the next step.
- 5.8 If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then the City shall not be required to process the same or similar claim or set of facts beyond step two of the grievance procedure. Nothing contained herein shall be deemed a limitation on the right of an employee to use other forums for resolution of problems, including but not limited to civil service appeal, civil rights or ADA complaint filing. This paragraph reasserts that the employee shall have only one forum for the final



adjudication of any one dispute. A grievant shall notify the City Administrator if an alternate forum is to be utilized after the grievant is notified of the City's step two decision.

## **ARTICLE 6**

### **Hours of Work & Pay**

- 6.1 This Article is intended only to provide a basis of calculating overtime and shall not be construed as a guarantee of, or limitation on hours of work per day or per week, or days of work per week. Furthermore, nothing in this Agreement shall be construed as a guarantee of hours of work or pay, nor a right to pay for time not worked.
- 6.2 **Normal Duty Day and Work Week**  
The normal duty day for shift employees in the Fire Department shall consist of twenty four (24) hours. The normal duty day shall commence at 7:00 a.m. and conclude at 7:00 a.m. the following day. This shall be followed by forty-eight (48) hours, two days off-duty.
- The work week for non-shift personnel shall consist of a forty (40) hour per week schedule consisting of five consecutive 8 hour days on duty Monday through Friday 7 a.m. to 3 p.m. followed by two days off-duty or four consecutive 10 hour work days Monday through Thursday 7 a.m. - 5 p.m. to be followed by three days off duty. Non-shift employees may be allowed to set the number of days worked per week with the permission of the Fire Chief or his/her designee.
- 6.3 **Work Day, Lunch, Dinner and Coffee Breaks**  
The normal workday for shift employees shall commence at 8:00 o'clock a.m. and conclude at 5:00 p.m. Due to the nature of emergency response, employees are permitted to suspend work for one and one half (1½) hours for lunch. Lunch shall be taken between the hours of 10 a.m. - 5 p.m. Employees shall be permitted to prepare and have meals in the fire station. Dinner shall be taken after the hour of 5:00 o'clock p.m. of each duty day.
- The employer shall establish a work rule recognizing the inability of the department to perform certain of its missions on Sunday and Holidays, and will accommodate work needs accordingly. Such rule shall not be changed without 7 days notice to the employees.
- 6.4 **Physical Training**  
The physical training /workout period for shift personnel shall be permitted for the purpose of physical training one (1) hour of "P.T." followed by a reasonable period of time to shower and dress. Schedule permitting with permission of the shift Lt., "P.T." may be conducted during the normal workday when other work duties are otherwise addressed during the duty day. If enough shift personnel are present, and if project work schedules allow, the shift may split to allow employees who have purchased memberships to the Life Fitness Center to workout there. The employees going to the Life Fitness Center shall take Department apparatus, and shall continue to respond to calls.

## 6.5 Overtime and Call-Back Pay

In the case of time actually worked in excess of the normal duty day, employees shall be paid overtime at the rate of one and one-half (1 1/2) times their hourly rate as computed by dividing the employee's annual salary by two thousand eighty (2,080) hours. In the case of call-back for emergencies, coverage or other reasons, employees shall be guaranteed a minimum of two (2) hours work, or pay in lieu of work, at the specified rate of pay. Members, who respond to a structure fire that is not confirmed, shall receive no pay there for, unless requested to standby, respond to the scene, investigate fire cause, or respond to secondary calls. Employees shall be paid for all responses to "600" calls.

Within reason, overtime and call-back hours shall be distributed on a voluntary basis from a voluntary roster of those employees desiring to work such time an employee overtime roster. This roster shall reflect the total accumulated overtime (OT & comp) hours worked for the fiscal year for each employee, with the hours to be zeroed at the end of each fiscal year and the names to remain in the order in which they appeared on that day. Names shall be listed with the employee with the lowest total accumulated overtime hours first and the roster shall be updated each pay period. Each employee shall provide at least one phone number to be placed on the overtime list but may add additional phone numbers if desired. Call back procedures shall use only the phone number(s) provided by each employee for this list and not use other phone numbers that may be listed on other fire department lists.

Overtime shall be offered to the person on the list (i.e. the person with the lowest accumulated hours) and thereafter down the list until the available overtime is filled. The overtime opportunity shall be given to the first person with whom contact (following this procedure) is made and accepts it. If everyone to whom the overtime is offered declines, the employee with the lowest seniority, that is/has been contacted shall be required to work. When any employee is contacted, the employee must stay available a minimum of 15 minutes or until released by the requester by PBX due to seniority.

When overtime coverage is required to maintain minimum staffing levels or to supplement on duty staff at direction of the chief for special situations, the following shall apply using the overtime callback procedure as noted in the paragraph above.

For full shift vacancies, shift overtime shall be offered in twelve (12) hour increments. Until a 12 hour shift has been accepted, the person to whom overtime is offered shall have the option of selecting from the time available. Once a 12 hour portion has been accepted, the remaining 12 hour portion shall be offered continuing down the overtime callback list. If no one on the list desires to take the other half of the shift, the person who accepted 12 hours shall be allowed to accept the remaining 12 hours, if he or she desires. (In this circumstance, they can accept the entire 24 hour shift). If this person does not want the entire shift, the employee with the lowest seniority, that it is possible to contact, shall be required to work this 12 hour portion that had not been covered.

For vacancies of partial shifts less than 14 hours, one person should fill the available hours in their entirety. For vacancies of partial shifts greater than 14 hours, the shift should be split offering time before and time after 7 p.m., using the call back procedure as noted for full shift vacancies except for using time increments before and after 7 p.m. (For example vacancy from 1500 to 0700 hours, 1500-1900 and 1900-0700 will be offered.)

6.6 Court Time

An employee, who is required to appear or testify in a case before a civil or criminal hearing, court, or deposition, shall be paid as follows:

- A. If the required appearance commences during time when the employee is on duty, the employee shall be paid his usual wage. If the appearance extends beyond the regular duty time, the employee shall be paid overtime (one and one-half times regular pay) until such time as the employee is released, plus travel time back to the station, regardless of whether the employee actually returns to the station.
- B. If the required appearance commences during a time when the employee is not on duty, the employee shall received a minimum of two (2) hours pay at the double-time rate. In the event the required appearance extends beyond two (2) hours, the employee shall be paid for the time of required attendance only (no travel time) at the double-time rates.
- C. All fees and expenses received by the employee for required appearances shall be remitted to the City.

6.7 No Pyramiding

Compensation shall not be paid to an employee more than once for the same hours under any provision(s) of this Agreement. So that there is no misunderstanding, an employee who attends court during his normal duty hours shall not also receive overtime pay for those hours spent in court pursuant to the specific provision of this Agreement dealing with overtime for court appearances.

6.8 Pay

Rates of pay for the term of this agreement shall be as set forth in the attached salary schedules.

6.9 Evaluations

Evaluations shall be conducted in a fair and impartial manner pursuant to current practice. An employee aggrieved by an evaluation may appeal such evaluation in the same manner as other grievances, except that the decision of the City Administrator shall be final and no appeal to arbitration may be made.

Prior to any proposed change in the current Fire Department evaluation form, the Association shall receive a copy of the proposed evaluation form and shall be given the opportunity to negotiate over the proposed changes.

6.10 Overtime Compensation

Shift employees will be compensated for all overtime hours beyond their normally scheduled shifts. Non-shift employees will be compensated for all overtime hours above their scheduled forty (40) hour workweek. Said compensation will be at one and one half (1½) times the 2,080 hour rate of pay.

6.11 Captain & Lieutenant Positions

Captains and Lieutenants shall be deemed promotional positions under civil service law. In establishing pay for any person promoted into such position, the person shall be paid according to the years of service as a Bettendorf Fire Department paid staff, as shown on the pay plan attached hereto.

#### 6.12 Out-of-Class Pay

An employee shall be assigned the routine duties of a higher classification upon a vacancy in such classification and the employee shall receive the wage in the higher classification or current wage, based on years of service, whichever is greater, subject to the following:

- A. A vacancy shall be deemed to exist when the incumbent is on paid leave status for a period of one hour or more, or is at a meeting, conference, or seminar during the normal work day and would be unable to respond to the work site within one hour for emergency response, or is performing out of classification duties.
- B. The Chief may appoint the Captain to the Chief's position with the permission of the City Administrator. If the Captain is on leave or otherwise unavailable, the Captain shall be contacted and offered the position. If the Captain is contacted refuses, the position shall not be filled for that time period. In the event that additional Captains are promoted, the procedure listed for Lieutenant to Captain's position below shall be used for the Captains to fill the Chief's position.
- C. The Chief may appoint a Lieutenant to the Captain's position as follows:
  - 1. The shift Lieutenant will be assigned to the Captain's position first.
  - 2. If the shift Lieutenant is on leave or otherwise unavailable, the Lieutenant with the least out of class hours will be asked to take the position. This list will be updated every two weeks when payroll is completed. If that person refuses, the next Lieutenant will be asked to serve. If that person declines, the position shall not be filled for that shift.
- D. The shift Lieutenant shall be filled first from a list of qualified shift firefighters working the same shift as the vacancy. Appointment shall be the candidate having the least number of out of class hours. This list will be updated every two weeks when payroll is completed. In the event there are no qualified candidates on the shift, then the overtime list and call-back procedure shall be used to contact qualified personnel. If a Lt or Captain is called back for overtime, this will not affect someone being paid OOR, they will still be paid for the appointment as the officer being called back is for the purposes of meeting minimum manning.
- E. For such time as the Captain is appointed to the Chief's position, the Captain's per hour wage shall be increased by 10%. If the Captain must work outside the Chief's normal duty hours while acting as the Chief, the Captain may receive overtime at the Captain's normal overtime rate.
- F. In the event that an employee is starting newly qualified, changing shifts, newly promoted, or has been disciplined and was removed from the program, this employee will be instated or re-instated to the pool of eligible candidates starting even with the employee that has the highest total hours on their shift or among officers if that applies.

#### 6.13 On Call Pay

Any employee who shall be required to be "on call" by his/her supervisor shall receive an hour of comp time or pay for each day. On-call opportunities shall be distributed on a voluntary basis fairly to those personnel who qualify for the particular assignment.

An employee who is "on call" shall be allowed to trade this responsibility with another employee who is also as qualified for the particular assignment. A Department trade form is required as per contract language.

"On Call" shall be defined as a duty assignment by the supervisor or his/her designee that the employee be available for immediate response to a call to duty via electronic page or cellular phone call. While on call, the employee shall not be able to leave the current electronic page or cellular coverage area, must keep the device on or about his/her person at all times, and shall refrain from any activity which shall inhibit the ability of the employee to make an immediate response.

An employee who is "on call" shall be allowed to trade this responsibility with another employee who is also as qualified for the particular assignment. A Department trade form is required as per contract language.

- 6.14 Each fire fighter will be paid a 1% deferred compensation (payable monthly) with another 1% paid by the city when matched by the employee.

## **ARTICLE 7**

### **Vacation**

- 7.1 The purpose of vacation leave is to enable the employee to enjoy periodic rest from his regular job so that he may return to his/her work mentally and physically refreshed
- 7.2 All employees shall accrue vacation from the date of hire (as listed in the schedule below).

<b>Years of Service</b>	<b>0 – 4.9</b>	<b>5 – 10.9</b>	<b>11 – 17.9</b>	<b>18 +</b>
	2 weeks / yr	3 weeks / yr	4 weeks / yr	5 weeks / yr
<b>Shift days</b>	5	9	12	14
Shift accrual	4.6154 hrs/period	8.3077 hrs/period	11.0769 hrs/period	12.9231 hrs/period
<b>Non-shift hours</b>	80	120	160	200
Non-shift accrual	3.0769 hrs/period	4.6154 hrs/period	6.1538 hrs/period	7.6923 hrs/period

No vacation leave may be taken by an employee until he has been in continuous service of the City for a period of twelve (12) months unless approved by the chief. Vacation accrual increases on the employee's anniversary date of hire.

- 7.3 All vacation leave schedules and requests must be approved by the Fire Chief or his/her designee. Vacation leave will be scheduled with regard to the department's operating requirements and responsibilities. **Please refer to 8.3 request procedures.**
- 7.4 Vacation leave shall be charged as used in amounts of not less than one (1) hour.
- 7.5 The City has established a 300 hour vacation cap. In the event that an employee earns vacation that would cause his/her vacation bank to exceed 300 hours, the employee's

vacation bank shall be allowed to go over the 300 hours and not be required to forfeit the excess hours only if the time overage was due to staffing needs and the employee could not take the time off in the accrual period.

In the event one or more paid holidays occur during an employee's scheduled vacation, such holiday shall not be charged as vacation leave. Accrued but unused vacation will be paid upon termination. No terminal vacation.

## **ARTICLE 8**

### **Holidays & Kelly Days**

#### **8.1 Holidays**

The following shall be considered paid holidays for the firefighters actually on duty as of 7:00 a.m. on the date of the holiday. The shift personnel shall be paid twenty-four hours at regular 2912 hour rate of pay.

New Year's Day	Martin Luther King Jr. 's Birthday	President's Day
Friday before Easter	Memorial Day	Fourth of July
Labor Day	Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day	

Any Shift Employee not working on a Holiday listed above shall receive 8 hours of straight time pay.

The non-shift personnel shall receive 8 hours time off with pay on the holidays listed above. If the holiday falls on a weekend, the non-shift employee shall take off the day that city hall observes the holiday.

An employee whose normal work day extends from one (1) calendar day into another, (for example from Saturday into Sunday or from the day before a holiday into the holiday), shall be considered as working all hours on the calendar day on which the employee started to work.

Any shift employee, not scheduled to work on a holiday, who does work, shall be paid 2½ times their 2080 hour rate plus holiday pay.

Any non-shift employee working on a holiday, shall be paid holiday pay plus the following:

For work during regular hours - 1 ½ times 2080 rate.

For work during other hours - 2 ½ times their 2080 rate for hours worked.

#### **8.2 Kelly Days**

Shift employees covered by this Agreement will be eligible to receive eleven Kelly Days per year. Such day is to compensate by time off from one regularly scheduled duty day each month until exhausted in order to comply with the Fair Labor Standards Act. New employees may use their first Kelly day after 28 calendar days of employment. (FLSA 28 day cycle)

Kelly Day time may be taken in increments of less than twenty-four (24) hours, but not less than eight (8) hours with the approval of the Fire Chief, or his/her designee.

If Kelly Day is broken into increments, personnel can only take off one full 1st shift on a weekday (Monday through Friday); remaining hours may be taken as requested. (i.e. 2 second shifts, or 2 third shifts, 1 second shift and 1 third shift, 3 second shifts, or 1<sup>st</sup> shifts on weekends, etc.).

- 8.3 All requests for time off (includes comp, time, personal time, vacation time, Kelly time) must be made by the requester on your last shift before the 15<sup>th</sup> of the month by 5pm for the day requested for seniority to apply. Requests can be made anytime before this, but should be no later than your last shift before the 15<sup>th</sup> cutoff date. Requests made before the 15<sup>th</sup> of the month must have approval from all senior personnel. If the 15<sup>th</sup> of the month passes and there are dates still available for next upcoming month, the remaining dates are open to all without rights of seniority on a first come, first serve basis.. When a request is made after the 15<sup>th</sup> for the upcoming month, an email must be sent out showing a date and time of that request. If two people request make a request at the same time for the same time off during the first come first serve period, seniority prevails. Otherwise first come first served after the 15th through the end of the following month. If a request is made during the first come first serve period and you are off shift, the following guidelines must be followed: You may go to S-2 (this should be your primary effort) or call by phone if you are unable to go to the station. The calendar in the dayroom should be consulted to see who may be off already. (by the Lt, OOR LT, or Capt if by phone) If there is a slot available for the day you are interested in, you may then request the day in writing, you must write your name on the calendar or the Officer you are speaking to can do both for you. The process then repeats itself every month.

(Example: If a person would like to have July 1<sup>st</sup> off. The request must be made by June 15<sup>th</sup> to have seniority rights. Once the 15<sup>th</sup> of June passes, all dates not filled in July are available on a first come, first serve basis )

All requests by personnel, must be made in writing to their shift Lt., or the Acting Lt. The request must be submitted to all personnel senior to them for their consideration. If the request is denied by the senior personnel, that person or persons must themselves request the time off. This rule is so that anyone with less seniority can make vacation plans and secure their dates. It is not intended for the abuse of less senior people to have weekends off and must be self policed.

All time off request must be in writing prior to time off requested.

- 8.4 Combining of Vacation and Kelly Day  
Comp time, Personal Time, Kelly Days & Vacation time off may be combined, if seniority permits and scheduling of such combined time off does not affect the efficient and effective operation of the Fire Department.
- 8.5 Cancellation of Scheduled Time Off  
Employees may cancel previously scheduled time off, providing the cancellation request is given to the shift officer (or his/her designee) no later than 5 p.m., two of your own shifts in advance of the previously requested time off. This will be allowed one time for a calendar month for as many days you need to cancel in the said month on that single request. Time off can be cancelled without this procedure if the shift is at least one person above minimum staffing. If an employee does not cancel time per this paragraph, the employee will not be allowed to work and must take the time off. When this cancellation is made, a reasonable effort must be made

(by the shift supervisor) to offer this day to all personnel in order of seniority (an effort to contact Senior Personnel to offer this day in a similar fashion to OT will be made and they must sign off in writing or verbal by phone).

## **ARTICLE 9**

### **Sick Leave**

#### **Short Term Illness – Long Term Illness**

9.1 City of Bettendorf employees covered by this agreement shall be entitled to sick leave with pay at the rate prescribed in this contract. Sick leave shall not be considered as a right that the employee may use at his/her discretion, but shall be allowed only as outlined in this section. In order to receive compensation while absent on sick leave, the employee shall notify the Fire Chief or on duty officer/designee at least one (1) hour prior to the time set for the beginning of his/her daily workday. If such notification is not forthcoming, the employee shall be considered absent without leave. If an employee becomes ill after starting his/her workday and it is determined by his/her supervisor that the employee cannot perform his/her work duties, the employee shall be entitled to sick leave with pay for the remainder of the workday.

#### 9.2 Sick Leave Accrual

Probationary employees shall be eligible for sick leave usage as it is accrued. Shift employees shall accrue sick leave at a rate of 11.07 hours every pay period, to a maximum of 100 duty days (2400 hours). Non-shift employees shall accrue at 3.077 hours per pay period to a maximum of nine hundred sixty (960) hours. Upon transfer from shift assignment to a non-shift assignment, any hours in excess of 960 will be recorded and reinstated upon return to shift.

In the event an employee has insufficient hours of leave to cover the interim from disability to coverage under the City long-term disability plan, the employee shall be treated as on unpaid leave of absence.

#### 9.3 Use of Sick Leave

- A. An employee may use accumulated sick leave for absences necessitated by non-work related injury or illness of said employee or exposure to contagious disease if determined by a physician or health officer.
- B. Sick leave shall not be available to an employee for use in circumstances involving personal injury sustained by an employee in the course of paid supplemental employment by an employer other than the City of Bettendorf.
- C. No employee shall be permitted to work at secondary employment when on sick leave and utilizing sick leave from the City.
- D. All time taken on authorized sick leave shall be deducted from available sick leave which has been accrued by the employee and shall be charged by actual hours used.
- E. An employee who has exhausted all of his/her sick leave, may then elect to use any vacation leave to which he/she is entitled for sick leave purposes.
- F. No such leave with pay shall be granted to an employee in anticipation of future service.



- G. Sick leave payments are based on the straight time earnings of the employee at the time such leave is taken. However, if as a result of a general wage increase or job reclassification, the rate of the employee's position is increased during his/her sick leave absence, the higher rate will be used in computing the balance of his/her sick leave payments.
- H. No person shall be permitted to convert excused leave of absence or annual leave into sick leave by reason of illness or injury which occurs during such leave of absence or annual leave; however, if such illness or injury should persist beyond the termination of the leave of absence or annual leave, sick leave may be taken, if otherwise permitted, at that time.
- I. Personal Leave.  
During each fiscal year, an employee may designate 24 hours if working as a shift employee, or 8 hours if working as a non-shift employee, as "personal leave" hours. Personal leave hours may be used for any purpose, but shall not be used in blocks of less than four (4) hours for non-shift personnel; twelve (12) hours for shift personnel. Personal leave shall be requested at least 24 hours in advance and shall be granted subject to departmental staffing needs. Use of personal leave shall be deducted from most current sick leave accruals.
- J. The accrued sick leave of an employee whose service with the city is terminated by reason of quit, discharge or resignation shall be cancelled by such action.

#### 9.4 Sick Leave Policy

- A. A doctor's excuse shall be required for the following:
  - 1. Absences of three or more consecutive days of work due to illness.
  - 2. When an employee has missed a cumulative total of six days in a calendar year for which no doctor's slips have been provided (including illness in the immediate family)
  - 3. At the discretion of the department head upon reasonable suspicion of abuse.
  - 4. The certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work, for said period of absence. (moved from 9.5 A3)
- B. Sick leave with pay for absences because of illness in the immediate family, or birth of an employee's child, shall be granted only after review by the department head or his designee. For sick leave usage, immediate family shall be defined as spouse, child, and others living in the household. Such leave shall not exceed seven (7) days per incident. After the equivalent of three (3) workdays, additional use will require a medical certification unless waived by the department head. The department head reserves the right to investigate abuse at any point.
- C. When an employee uses sick leave, it will not be converted to vacation or compensatory time unless accumulated sick leave is exhausted.

#### 9.5 Reporting of Illness

- A. In order to be eligible for sick leave with pay and in order to receive compensation while absent on sick leave, an employee shall:
1. Call Station 2 as to the reason for absence a minimum of one-hour prior to the time set for beginning the shift of the first day's absence from duty.
  2. Keep his/her Supervisor or Fire Chief informed of his/her condition, if the illness/absence will extend beyond one day.
  3. Upon return to work, submit a doctor's excuse, if required under section 9.4
  4. Where a question exists as to the returning fitness or sick leave abuse, the employee shall be required to be examined by the City's doctor to substantiate the illness or injury. The required doctor visit shall be arranged and paid for by the City.
- B. Leave taken shall be reported on the Department's designated Absence Report Form.

9.6 Upon termination of employment from the City's service, all accrued sick leave shall be cancelled. Remuneration for unused sick leave at termination with the City of Bettendorf will not be allowed. Sick leave shall not accrue when on leave without pay. If any employee is laid-off from his position for reasons that are not discreditable to him/her and if re-appointed within twelve (12) months, he/she may have available for his/her necessary use, any unused sick leave existing at the time of his/her lay-off.

9.7 Long Term Disability

The City shall provide each employee with long term disability insurance at no cost to the employee. Such long term disability benefits providing sixty (60%) percent salary shall commence one hundred twenty (120) calendar days after non-duty disability or illness. The terms and conditions of this long term disability insurance are more particularly described in the explanation of benefits distributed to each employee herewith.

9.8 Annual Buy-Back Option

On or about December 1 of each calendar year, the City will calculate the employee's accrued and unused sick leave over the prior twelve (12) months. At the employee's option, the employee may exchange up to twenty (20%) percent of such hours for either pay or deposit in his section 125 plan commencing the following January 1. Payment shall be made no later than December 15. No employee shall receive more than \$400 under this provision.

9.9 Restricted Duty

When an employee is temporarily unable to perform all of the essential functions of their position due to injury, a temporary restricted duty position may be provided for a period not to exceed 30 working days (12 consecutive shift days for shift personnel). The employee must provide a physician's release for limited duty with the restrictions clearly defined. Because a restricted duty position is temporary and includes non-essential functions, tasks may vary each day depending on the availability of tasks within the department and the restrictions of the employee. No employee will be allowed to perform restricted duty work in excess of 30 working days per year based on a rolling one-year calendar.

Restricted duty work can be provided under this policy to employees injured at work or who are otherwise temporarily unable to perform essential job functions. No restricted duty will be provided for someone who is injured while working for another employer other than the City of Bettendorf. Any restricted duty performed under this policy is provided to allow an employee, temporarily unable to perform the essential functions of the job, an opportunity to work. It should not be deemed any offer of employment varying the job responsibilities of the employee, nor is such duty considered a position available for permanent accommodation.

Shift supervisors shall be notified by email when an employee is placed on restricted duty.

## **ARTICLE 10**

### **Miscellaneous Leaves**

#### **10.1 Jury Duty**

Employees covered by this Agreement shall be granted leave with pay when required to be absent from work for jury duty, providing however, that compensation received for such jury duty during the time when the employee would normally be working for the City shall be remitted to the City in order for the employee to draw his regular salary for that period.

#### **10.2 Bereavement Leave**

In case of a death in the immediate family of an employee (spouse, parent, child, legal ward, sibling, in-law, grandparent, grandchild, or a resident family member of the employee's immediate household), the employee shall be granted a leave of absence with pay by the Fire Chief or his/her designee, of up to two (2) duty days, to attend the funeral. Extensions of bereavement leave may be granted at the discretion of the Fire Chief, permission for which shall not unreasonably be withheld and such extensions shall be charged against the employee's sick leave. In interpreting this provision, the term "parents" shall include, in addition to natural parents, other family members who may have had an in loco parentis relationship with the employee.

In the event that an employee is notified of a death in the immediate family while on duty, the employee shall be released from duty for the balance of his/her shift, without loss of pay, as soon as is practicable after such notification. Release from duty for the balance of the shift under this provision shall be in addition to the duty day specified above, but may be considered by the Fire Chief in determining whether an extension of bereavement leave is necessary or appropriate in individual circumstances. An eligible employee shall be paid his/her normal daily rate of pay for any days on which he/she is on bereavement leave and but for such leave would have been scheduled to work. An otherwise eligible employee will not receive bereavement pay if it duplicates pay for time not worked for any reason, such as annual leave, holiday time off, sick leave or other paid leave or time off.

#### **10.3 Pregnancy Leave**

An employee who becomes pregnant may continue working as long as her health and doctor permits. When it becomes necessary to discontinue regular employment, she may use any unused sick leave, with pay, which she has accrued. She may return to work upon

certification by her doctor that she may do so, but in no event shall require and maintain an unpaid leave status in excess of that required by State and Federal law.

10.4 Armed Forces

An employee covered by this Agreement shall be granted leave without pay for the purpose of service in the armed forces, or for the purpose of undergoing training duty in the armed forces, provided, that such leave shall be with pay during the first thirty (30) calendar days (equivalent to 10 shift days for shift personnel) of such leave of absence. Any employee affected shall furnish proof of undergoing training in the armed forces to the City Administrator. Any such leave shall be reported to the Fire Chief and the City Administrator prior to any training duty or military services.

10.5 Education Leave

Employees covered by this Agreement interested in further professional training may, with consent of the Fire Chief and the City Administrator, obtain an educational leave. Such leave is without pay and vacation and sick leave do not accrue while on an educational leave. A single leave may not be for more than twelve (12) months.

10.6 Leave of Absence

The Fire Chief may, with approval of the City Administrator, grant leaves of absence without pay. A single leave may not be for more than twelve (12) months. Such leave is without sick leave or vacation and the same to not accrue while on a leave of absence without pay.

10.7 Unauthorized Leave

Any absence of an employee covered by this Agreement from duty, including any absence for a single day or part of a day that is not authorized by specific grant of leave of absence under the provisions of this Agreement, will be deemed to be absent without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, an employee who is absent for two (2) consecutive duty days without leave shall be deemed to have resigned.

10.8 Voting Leave

An employee required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote in their respective precinct after 5pm.

10.9 Serious Illness/Injury Family Member

When an employee receives notification of Serious Illness or Serious Injury to an extended family member (a relative within two degrees of consanguinity & affinity not other wise defined as an immediate family member in 9.4), the employee shall be allowed to use any accrued paid leave excluding sick leave and shall be released from duty to attend to that family member. It shall be the responsibility of the Chief or his designee to find replacement personnel when necessary.

## **ARTICLE 11**

### **Trade & Transfer Requests**

11.1 Trading Time

Upon receiving permission as specified in this section, any two (2) employees of the Fire Department, but not of the same shift, shall be permitted to exchange tours of duty, hours or days off. Employees shall be permitted an unlimited number of trades, with each-trade limited to a maximum of 3 shifts. Any request for trading time must be made in writing and require the approval of the Shift Lieutenant of both affected shifts and the Captain in advance of the proposed trade, except for an emergency or for a trade of less than twenty-four (24) hours. In no event shall trade time be treated as overtime for either employee engaged in the trade. An employee is permitted to work up to but not in excess of 48 consecutive hours because of a trade or for any other reason, unless specifically approved by the chief.

No employee shall agree to work additional hours for another employee in exchange for additional paid leave without the permission of the Fire Chief.

#### 11.2 Transfer Requests

An on shift employee seeking a transfer to another station within that shift shall file a transfer request through chain of command ending with the Fire Chief. Such request shall be in writing, and shall specify the station to which the transfer is requested including the employee's reason for the request. Requests shall be given due consideration for seniority, & subject to the City's right to assign personnel. The employee requesting the transfer, if granted, must remain at that station for a minimum of 6 months.

When an opening on any shift occurs, any employee may request in writing a transfer to that shift. This request must pass through the chain of command ending with the Fire Chief. Requests shall be given due consideration for seniority & subject to the City's right to assign personnel.

#### SHIFT BUMPING WILL NOT BE ALLOWED BY EMPLOYEES

No employee will be allowed to force another employee from his/her shift by requesting a transfer based on seniority or other qualifications. This right is allotted only to the Fire Chief.

### **ARTICLE 12 In-service Training**

- 12.1 In Service Training requirements and programs shall be established by the Chief of the Fire Department, or his designated representative in accordance with departmental and City needs and policy. The Association shall have the right to initiate consultations with the Chief or his designated representative for the purpose of making suggestions and/or recommendations. The Association's suggestions and/or recommendations shall not be unreasonably denied, subject to financial restrictions.

### **ARTICLE 13 Employee Development**

- 13.1 The City encourages the development of each employee to his/her fullest potential. Training programs may be established and include courses, seminars, workshops, demonstration, assignment of reading matter, or other such methods as may be available

for improving the effectiveness and broadening the knowledge of employees in the performance of their respective duties.

- 13.2 Participation in and successful completion of special training programs shall be considered in making advancements and promotions. Employees are encouraged to develop and further their job skills and personal potential by participating in such programs. Evidence of successful completion of training programs shall be filed by the employee with the Fire Chief and made a part of the employee's personnel file.
- 13.3 To encourage employee development the city will provide employees the opportunity to attend conferences, seminars, and training classes. However, nothing in this proposal shall be deemed to guarantee any one employee any particular class or training.
- A. When such training is mandatory, that is, either in service, or required by the Fire Chief, the employee shall be on duty and paid either regular pay if such training or travel occurs during the normal work shift or overtime if the training or travel does not occur during the normal work shift. This section shall apply to the updating or re-certification of current certifications.
  - B. When an employee travels pursuant to this section, the City shall have the right to specify the mode of travel.
  - C. No travel time will be paid for training which is held within Scott or Rock Island Counties.
  - D. To the extent possible, all costs (registration, books, travel, lodging, meals, etc.) shall be advanced. The Employee shall be required to adhere to the City travel policy to verify expenses incurred.
  - E. Minimum shift coverage will be provided as necessary when employees are in approved training classes.
  - F. The City shall make every attempt to enter into agreements with local colleges and universities, concerning attendance policies for shift employees.
  - G. Any employee attending training of five (5) consecutive days duration, or more, shall be allowed to take the day before and after off of Duty.
  - H. Any shift employee attending training of five (5) consecutive day's duration, or more, shall be considered to be working a forty (40) hour work week.
- 13.4 Attendance at conventions, seminars, training sessions and other meetings and visits to other cities shall be considered as time on duty, provided that such attendance is approved in advance and in writing by the Fire Chief/Designee. Although such an employee shall be considered on duty during the entire period that he/she is attending and/or commuting to such activity, he/she shall not receive compensation in excess of that which he would have received had he remained on his normal work schedule.
- 13.5 Level of EMS Certification
- For any employee hired after July 01, 2003, if the employee does not have at least EMT-1 certification upon hire, the City will pay the cost of such initial certification. EMT-1 certification is required to be obtained within 2 years of the date of hire for new

personnel. Failure of new employees to achieve EMT-1 certification within 2 years of the date of hire may be grounds for termination.

Employees hired prior to the date of this Agreement may elect to obtain EMT-1 or EMT-P training and certification, with the City paying the cost.

As much as possible, clinical & ride time for initial certification training should be done during on duty time.

For all employees covered by this Agreement, the City will pay cost of re-certification, provided the City may select the program for recertification up to and including the EMT-P level

## **ARTICLE 14**

### **Group Insurance**

#### **14.1 Health Insurance Programs**

The City currently provides health insurance to its employees through a self-insured program with individual and aggregate stop loss provisions and a third party administrator.

A copy of the plan documents dated July 1, 2003, has been provided to the union and is available for review by any employee. Further, the City agrees that it will not vary the plan parameters as they exist on July, 1 2003, in such a way as to increase the cost of health care or shift costs currently paid under the plan to the employee. The factors affecting UCR shall not be adjusted to the detriment of the employee during the term of this agreement. The geographic location for determining UCR rates shall include all of Scott County.

- A. The unit has agreed to a \$15 single and \$25 family monthly health insurance premium.
- B. In-network services will be covered at 80% after the deductible is met. Out-of-Network services will be covered at 70% after the deductible is met. Our PPO Network Provider is Genesis, Trinity, and University of Iowa.

No adjustment to the benefits provided in either Long Term Disability or Life Insurance Plan documents shall be made during the course of this agreement.

Both union and employer acknowledge the cost of such insurance continues to increase.

Coverage under the Family Health Plan shall be limited to the employee, the employee's spouse, dependent children as defined under Internal Revenue Service regulations and persons required to be covered by the employer pursuant a court decree.

The plan benefit for such employees shall be as described herein.

- A. The deductible is \$150 for single coverage and \$300 for family coverage.

- B. The out-of-pocket maximum is \$350 for single coverage and \$600 for family coverage.
- C. Under the prescription drug plan, all prescriptions will be filled on a generic drug first basis unless no generic equivalent is available. If a generic equivalent is available and a name brand drug is chosen in its place, there will be a \$20 penalty assessed. The \$20 penalty will not apply when a medical professional specifies "brand name only". This penalty will not be credited to the deductible or the out-of-pocket maximum.
- D. There will be a limit of 24 chiropractic visits per year per person covered under the plan, after which a physician's review will be necessary to have additional visits past the yearly limit covered.
- E. Each person covered under the plan will be allowed one emergency room visit per plan year. This limit will not apply when the emergency room visit is from a physician's referral. This visit will be subject to deductible and coinsurance charges. A second visit to the emergency room will result in a co-pay of \$50. This co-pay will not be credited to the deductible or the out-of-pocket maximum. The \$50 co-pay may be appealed to a City committee appointed by the City Administrator.
- F. The City will use independent case management for major surgeries and procedures. These case managers will not deny treatment only follow the claim to insure proper handling.
- G. The insurance program shall be composed of medical, dental, disability, and life insurance in such amounts and with such conditions as are specified in the plan documents as presented to the union on or before July 1, 2003.
- H. Orthodontic insurance is provided in such amounts with such conditions as are specified in the plan documents attached hereto. Any employee desiring such coverage shall pay, in addition to the sums specified above, \$15 per month.
- I. The employer shall, consistent with Federal law, establish a Section 125 Plan, for use by the employees. Any employee using such plan may do so with no fee for administrative costs.
- J. Employees working 30 hours per week or less will not be given life insurance or long term disability insurance benefits.
- K. The employer shall provide one pair of safety glasses to each employee of the unit who is required to wear safety glasses on the job either by OSHA requirements or by the department head. The glasses will be replaced when broken or when the employee's prescription changes. The employer retains the right to select vendors and models of safety glasses.
- L. The employer shall provide vision coverage that generally consists of the following:
  - Vision exams for employee and dependents up to \$75 per exam, per every other fiscal year with deductible waived.
  - Frames and corrective lenses for employee and dependents up to \$200 per covered individual, per every other fiscal year with deductible waived.



This provision in no way sets a precedent for employee premium share for future negotiations. If costs of providing the vision coverage exceed \$62,100 for any year during this contract, some change such as addition of co-pay, deductibles, or other cost-saving measures may be negotiated during the next contract.

14.2 Insurance Continuation

The Employer, as required by Federal and State law, will permit continuation of insurance benefits at the expense of the employee or dependent. An employee, upon service retirement or disability retirement as defined under Chapter 411 of the Iowa Code, shall have the option of continuing group health insurance at the employee's cost until age 65. Any member who is eligible for such a benefit and rejects such a benefit or discontinues participation in such a benefit shall not be eligible thereafter to re-obtain such a benefit.

14.3 Insurance Administration

The Employer will provide each employee with a detailed description of insurance benefits and an identification card, and shall seek third party administrators who shall promptly and fairly respond to employee claims

## ARTICLE 15 Uniform & Equipment

15.1 Fire uniforms and equipment will be furnished by the City to employees covered by this Agreement under the "Quarter-Master" system.

15.2 Uniforms and equipment issued is the property of the City and will be replaced by the employee receiving same should it become lost or willfully or carelessly damaged.

**Quarter Master Clothing System**

ITEMS ISSUED	Shift Personnel	Non-Shift Personnel
Shirt, Uniform LS/SS (polo or uniform shirt)	3	5
T-Shirt, Navy w/BFRD Logo	5	5
Pants, Uniform Navy	3	5
Badges/shields (2 safety type & 1 wallet)	3	3
Identification Plate (service bar)	2	2
Patches	(As necessary for all uniform items)	
Shoes/Boots	1 pair	1 pair
Winter Parka	1	1
Spring/Fall Jacket all weather	1	1
Gloves, Belt, Neck Tie	1 each	1 each
Coverall w/BFRD logo	1	1
Class A Uniform	1	1
Structural Firefighting Protective Gear (as determined by Dept. SOG & current NFPA Standards)	1	1
Brush gear	1 set	1 set
Extrication gloves	1 pair	1 pair

Flashlight, Sabre Lite or Equivalent	1	1
Multi-Tool & Spanner Wrench	1	1
MSA Face Piece w/Eyeglass Attachment (if necessary)	1 each	1 each
Wallet Badge, I.D. Card, Wallet	1 each	1 each
BFRD Logo Jersey Short/Uniform Short	1 ea. or 2 of either	1 ea. or 2 of either
BFRD Logo Sweat suit (Sweatshirt & Sweatpants)	2 each	2 each
Ball cap	1	1
Collar insignia	2 sets	2 sets
Uniform Turtleneck	1	1
Radio / Charger / battery	1 set	1 set
Pager / Charger / battery	1 set	1 set

- 15.3 Items damaged in the line of duty will be replaced by the City. However, a report must be written before the end of the tour of duty stating what equipment or uniform was damaged and the circumstances causing the damage. This must be approved by the Fire Chief or his/her designee before the equipment will be replaced. This shall include the normal wear and tear encountered in the duties of the Fire Department and its employees.

## **ARTICLE 16**

### **Personal Property Protection**

- 16.1 Any personal item worn or used in the line-of-duty by an employee covered by this Agreement, which is damaged or destroyed in the performance of required duties, shall be repaired or replaced at its replacement cost up to a maximum of one hundred-fifty dollars (\$150) per occurrence. A report must be forwarded to the Fire Chief before the end of tour of duty, stating what item(s) was/were damaged and the circumstances causing the damage.
- 16.2 Section 16.1 shall not apply to non-shift employees in an office environment, or any employee on an emergency call-back situation. In these situations, replacement cost of damaged clothing will be provided to a limit of three hundred dollars (\$300) per occurrence.

## **ARTICLE 17**

### **Safety Eyeglasses**

- 17.1 The City shall make available, upon request, to employees covered by this Agreement, a pair of prescription or non-prescription safety eyeglasses. The City shall be responsible for the cost of any eye exam, as specified elsewhere in the health insurance guide. If such glasses are broken or damaged due to a job-related incident, the City shall repair or replace them at no charge to the employee. If such glasses are lost or damaged off duty, the employee shall replace or repair them on an equally shared cost basis.

## **ARTICLE 18**

## **Health & Safety and City/Department Committees**

- 18.1 The City agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Association and the employees will extend their complete cooperation to the City in maintaining City policies, rules and regulations as to health and safety.
- 18.2 A member of the Association serving on City/Department committees shall be in pay status while actually attending the committee meetings. A person who is not on duty at the time of the meeting shall be compensated with overtime/compensatory time.

## **ARTICLE 19**

### **Incentives**

- 19.1 EMS Incentive  
Employees who are certified as an EMT-Paramedic are entitled to the following incentive pay:

EMT-P	\$35.00 per month paid first pay check of month
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## **ARTICLE 20**

### **Conversion Factor**

- 20.1 The Bettendorf Fire Department employs Association members on a shift basis and on a non-shift basis. Except as otherwise provided herein, the following conversion factors shall apply.
- A. An employee who is permanently transferred from a shift position to a non-shift position will have his/her sick leave accrual adjusted by multiplying his/her current accumulations by 0.7143. The sick leave accrual rate shall be adjusted by multiplying the shift personnel rate by 0.7143. The hourly accrual rate for such an employee shall be adjusted by changing the rate from the 2912 hourly rate to the 2080 hourly rate of pay. (see also 9.2)
- B. Upon transfer from a non-shift to a shift position, will have his/her sick leave accrual accumulation and accrual rates adjusted by multiplying his/her current accumulations and accrual rates by 1.4000. The hourly rate for such an employee shall be adjusted by changing the rate from the 2080 hourly rate to the 2912 hourly rate of pay.

## **ARTICLE 21**

### **Union Dues**

- 21.1 The City agrees to make a monthly deduction from the wages of any regular employee covered by this Agreement who has provided the City with a valid written authorization therefore, for monthly Association dues (excluding initiation fees, assessments, back dues, fines and similar items) in the amount certified by the Treasurer of the Association not later than the last day of the succeeding month. Such written authorization may be

not later than the last day of the succeeding month. Such written authorization may be revoked by any employee at any time upon his/her thirty (30) day written notice to the City. The Association agrees to indemnify, defend, and hold the City harmless against any and all claims, demands, suits, orders, judgments, or other form of liability that may arise out of or by reason of action taken or not taken by the City in connection with the provisions of this Section. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

## **ARTICLE 22**

### **General Provision, Term of Agreement**

- 22.1 This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term.
- 22.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge of or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 22.3 If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid, but all other provisions of this Agreement shall remain in full force and effect.

22.4 This Agreement shall become effective July 01, 2006, and thereafter shall remain in full force and effect until June 30, 2010 or on or before September 1st in any succeeding renewal year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 27<sup>th</sup> day of MARCH, 2006.

CITY OF BETTENDORF

BETTENDORF PROFESSIONAL  
FIREFIGHTERS' ASSOCIATION

Debra P. Leach

CITY ADMINISTRATOR

Greg A. Pwomb

Local 3190 President IAF

**City of Bettendorf, Iowa**  
**Bettendorf Professional Firefighters**

Base (Entry) Rates as of June 30, 2006				
FF 2080 Rate	FF 2912 Rate	LI 2080 Rate	LI 2912 Rate	Capt 2080 Rate
17.3772	12.4124	19.6956	14.2111	24.2544

**July 1, 2006 to June 30, 2007**

Percentage Increase = 3.75%

**Hourly Pay Rates**

Years of Service	Step Percentage	Firefighter 2080 Rate	Firefighter 2912 Rate	Lieutenant 2080 Rate	Lieutenant 2912 Rate	Captain 2080 Rate
Entry		18.0288	12.8779	20.6417	14.7440	24.1264
6 Mo.	2.5%	18.4795	13.1998	21.1577	15.1126	24.7296
1	3.0%	19.0339	13.5958	-	-	-
2	3.0%	-	-	21.7924	15.5660	25.4715
3	3.0%	19.6049	14.0037	22.4462	16.0330	26.2356
5	3.0%	20.1930	14.4238	23.1196	16.5140	27.0227
7	3.0%	20.7988	14.8565	23.8132	17.0094	27.8334
9	3.0%	21.4228	15.3022	24.5276	17.5197	28.6684
11	3.0%	22.0655	15.7613	25.2634	18.0453	29.5285
13	3.0%	22.7275	16.2341	26.0213	18.5867	30.4144
15	3.0%	23.4093	16.7211	26.8019	19.1443	31.3268
17	3.0%	24.1116	17.2227	27.6060	19.7186	32.2666
19	3.0%	24.8349	17.7394	28.4342	20.3102	33.2346
21	3.0%	25.5799	18.2716	29.2872	20.9195	34.2316

**Annual Pay Rates**

Years of Service	Step Percentage	Firefighter Annual rate*	Lieutenant Annual rate*	Captain Annual rate*
Entry		37,500	42,935	50,183
6 Mo.	2.5%	38,438	44,008	51,438
1	3.0%	39,591	-	-
2	3.0%	-	45,328	52,981
3	3.0%	40,779	46,688	54,570
5	3.0%	42,002	48,089	56,207
7	3.0%	43,262	49,531	57,893
9	3.0%	44,560	51,017	59,630
11	3.0%	45,897	52,548	61,419
13	3.0%	47,274	54,124	63,262
15	3.0%	48,692	55,748	65,160
17	3.0%	50,153	57,421	67,115
19	3.0%	51,657	59,143	69,128
21	3.0%	53,207	60,918	71,202

**City of Bettendorf, Iowa**  
**Bettendorf Professional Firefighters**

**July 1, 2007 to December 31, 2007**

Percentage Increase = 6.00%

**Hourly Pay Rates**

Years of Service	Step Percentage	Firefighter 2080 Rate	Firefighter 2912 Rate	Lieutenant 2080 Rate	Lieutenant 2912 Rate	Captain 2080 Rate
Entry		19.1105	13.6506	21.8802	15.6286	25.5740
6 Mo.	2.5%	19.5883	13.9919	22.4272	16.0193	26.2134
1	3.0%	20.1759	14.4117	-	-	-
2	3.0%	-	-	23.1000	16.4999	26.9998
3	3.0%	20.7812	14.8441	23.7930	16.9949	27.8098
5	3.0%	21.4046	15.2894	24.5068	17.5047	28.6441
7	3.0%	22.0467	15.7481	25.2420	18.0298	29.5034
9	3.0%	22.7081	16.2205	25.9993	18.5707	30.3885
11	3.0%	23.3893	16.7071	26.7793	19.1278	31.3002
13	3.0%	24.0910	17.2083	27.5827	19.7016	32.2392
15	3.0%	24.8137	17.7245	28.4102	20.2926	33.2064
17	3.0%	25.5581	18.2562	29.2625	20.9014	34.2026
19	3.0%	26.3248	18.8039	30.1404	21.5284	35.2287
21	3.0%	27.1145	19.3680	31.0446	22.1743	36.2856

**Annual Pay Rates**

Years of Service	Step Percentage	Firefighter Annual rate*	Lieutenant Annual rate*	Captain Annual rate*
Entry		39,751	45,510	53,194
6 Mo.	2.5%	40,744	46,648	54,524
1	3.0%	41,967	-	-
2	3.0%	-	48,048	56,160
3	3.0%	43,226	49,489	57,844
5	3.0%	44,523	50,974	59,580
7	3.0%	45,858	52,503	61,367
9	3.0%	47,234	54,078	63,208
11	3.0%	48,651	55,700	65,104
13	3.0%	50,111	57,371	67,058
15	3.0%	51,614	59,092	69,069
17	3.0%	53,162	60,865	71,141
19	3.0%	54,757	62,691	73,276
21	3.0%	56,400	64,572	75,474

**City of Bettendorf, Iowa  
Bettendorf Professional Firefighters**

**January 1, 2008 to June 30, 2008**

Percentage Increase = 2.00%

**Hourly Pay Rates**

<b>Years of Service</b>	<b>Step Percentage</b>	<b>Firefighter 2080 Rate</b>	<b>Firefighter 2912 Rate</b>	<b>Lieutenant 2080 Rate</b>	<b>Lieutenant 2912 Rate</b>	<b>Captain 2080 Rate</b>
Entry		19.4927	13.9236	22.3178	15.9412	26.0855
6 Mo.	2.5%	19.9800	14.2717	22.8757	16.3397	26.7376
1	3.0%	20.5794	14.6999	-	-	-
2	3.0%	-	-	23.5620	16.8299	27.5397
3	3.0%	21.1968	15.1409	24.2689	17.3348	28.3659
5	3.0%	21.8327	15.5951	24.9970	17.8548	29.2169
7	3.0%	22.4877	16.0630	25.7469	18.3904	30.0934
9	3.0%	23.1623	16.5449	26.5193	18.9421	30.9962
11	3.0%	23.8572	17.0412	27.3149	19.5104	31.9261
13	3.0%	24.5729	17.5524	28.1343	20.0957	32.8839
15	3.0%	25.3101	18.0790	28.9783	20.6986	33.8704
17	3.0%	26.0694	18.6214	29.8476	21.3196	34.8865
19	3.0%	26.8515	19.1800	30.7430	21.9592	35.9331
21	3.0%	27.6570	19.7554	31.6653	22.6180	37.0111

**Annual Pay Rates**

<b>Years of Service</b>	<b>Step Percentage</b>	<b>Firefighter Annual rate*</b>	<b>Lieutenant Annual rate*</b>	<b>Captain Annual rate*</b>
Entry		40,546	46,421	54,258
6 Mo.	2.5%	41,559	47,581	55,614
1	3.0%	42,806	-	-
2	3.0%	-	49,009	57,283
3	3.0%	44,090	50,479	59,001
5	3.0%	45,413	51,993	60,771
7	3.0%	46,775	53,553	62,594
9	3.0%	48,179	55,159	64,472
11	3.0%	49,624	56,814	66,406
13	3.0%	51,113	58,519	68,399
15	3.0%	52,646	60,274	70,450
17	3.0%	54,226	62,083	72,564
19	3.0%	55,852	63,945	74,741
21	3.0%	57,528	65,864	76,983



**City of Bettendorf, Iowa**  
**Bettendorf Professional Firefighters**

**July 1, 2008 to June 30, 2009**

Percentage Increase = 3.00%

**Hourly Pay Rates**

Years of Service	Step Percentage	Firefighter 2080 Rate	Firefighter 2912 Rate	Lieutenant 2080 Rate	Lieutenant 2912 Rate	Captain 2080 Rate
Entry		20.0775	14.3413	22.9873	16.4194	26.8681
6 Mo.	2.5%	20.5794	14.6998	23.5620	16.8299	27.5398
1	3.0%	21.1968	15.1408	-	-	-
2	3.0%	-	-	24.2689	17.3348	28.3660
3	3.0%	21.8327	15.5950	24.9970	17.8548	29.2170
5	3.0%	22.4877	16.0629	25.7469	18.3904	30.0935
7	3.0%	23.1623	16.5448	26.5193	18.9421	30.9963
9	3.0%	23.8572	17.0411	27.3149	19.5104	31.9262
11	3.0%	24.5729	17.5523	28.1343	20.0957	32.8840
13	3.0%	25.3101	18.0789	28.9783	20.6986	33.8705
15	3.0%	26.0694	18.6213	29.8476	21.3196	34.8866
17	3.0%	26.8515	19.1799	30.7430	21.9592	35.9332
19	3.0%	27.6570	19.7553	31.6653	22.6180	37.0112
21	3.0%	28.4867	20.3480	32.6153	23.2965	38.1215

**Annual Pay Rates**

Years of Service	Step Percentage	Firefighter Annual rate*	Lieutenant Annual rate*	Captain Annual rate*
Entry		41,762	47,813	55,886
6 Mo.	2.5%	42,806	49,009	57,283
1	3.0%	44,090	-	-
2	3.0%	-	50,479	59,001
3	3.0%	45,413	51,993	60,771
5	3.0%	46,775	53,553	62,594
7	3.0%	48,178	55,159	64,472
9	3.0%	49,624	56,814	66,406
11	3.0%	51,112	58,519	68,399
13	3.0%	52,646	60,274	70,451
15	3.0%	54,225	62,083	72,564
17	3.0%	55,852	63,945	74,741
19	3.0%	57,527	65,864	76,983
21	3.0%	59,253	67,839	79,293

**City of Bettendorf, Iowa  
Bettendorf Professional Firefighters**

**July 1, 2009 to June 30, 2010**

Percentage Increase = 4.00%

**Hourly Pay Rates**

Years of Service	Step Percentage	Firefighter 2080 Rate	Firefighter 2912 Rate	Lieutenant 2080 Rate	Lieutenant 2912 Rate	Captain 2080 Rate
Entry		20.8806	14.9150	23.9068	17.0762	27.9428
6 Mo.	2.5%	21.4026	15.2879	24.5045	17.5031	28.6414
1	3.0%	22.0447	15.7465	-	-	-
2	3.0%	-	-	25.2396	18.0282	29.5006
3	3.0%	22.7060	16.2189	25.9968	18.5690	30.3856
5	3.0%	23.3872	16.7055	26.7767	19.1261	31.2972
7	3.0%	24.0888	17.2067	27.5800	19.6999	32.2361
9	3.0%	24.8115	17.7229	28.4074	20.2909	33.2032
11	3.0%	25.5558	18.2546	29.2596	20.8996	34.1993
13	3.0%	26.3225	18.8022	30.1374	21.5266	35.2253
15	3.0%	27.1122	19.3663	31.0415	22.1724	36.2821
17	3.0%	27.9256	19.9473	31.9727	22.8376	37.3706
19	3.0%	28.7634	20.5457	32.9319	23.5227	38.4917
21	3.0%	29.6263	21.1621	33.9199	24.2284	39.6465

**Annual Pay Rates**

Years of Service	Step Percentage	Firefighter Annual rate*	Lieutenant Annual rate*	Captain Annual rate*
Entry		43,432	49,726	58,121
6 Mo.	2.5%	44,518	50,969	59,574
1	3.0%	45,854	-	-
2	3.0%	-	52,498	61,361
3	3.0%	47,229	54,073	63,202
5	3.0%	48,646	55,695	65,098
7	3.0%	50,106	57,366	67,051
9	3.0%	51,609	59,087	69,063
11	3.0%	53,157	60,860	71,135
13	3.0%	54,752	62,685	73,269
15	3.0%	56,395	64,566	75,467
17	3.0%	58,087	66,503	77,731
19	3.0%	59,829	68,498	80,063
21	3.0%	61,624	70,553	82,465

## **JOB DESCRIPTIONS**

### **Firefighter**

FLSA: Non-exempt  
Pay Grade: 117  
Department: Fire Department  
Position #: 61001

#### **GENERAL SUMMARY:**

Serves with the company (ie. Engine, Rescue, Truck, Haz Mat) to which assigned. Performs routine work functions (ie. maintenance, inspects, public education) and special projects. Is familiar with up-to-date physical condition in the City. Is proficient in the operation and use of apparatus and equipment to which assigned. Responds to incidents in a safe, controlled fashion. Provides feedback to officer through proper communication channels. Participates in on-going training and orientation.

#### **PRIMARY RESPONSIBILITIES AND DUTIES:**

1. Shall serve as a company member on the assigned apparatus, fulfilling the duties, assignments, and tasks assigned to the apparatus company function.
2. Shall perform all routine work functions, tasks and special projects to which assigned.
3. Shall participate in on-going training, orientation and critique to ensure proficient response to, use and effective application of apparatus, equipment standard operating procedures and incident operation.
4. Shall be responsible for the proper use, application, maintenance, care, clean-up and appearance of equipment, apparatus and station to which assigned. Reports needed repairs, replacements or adjustments to apparatus and equipment immediately to assigned shift lieutenant or station captain in lieutenants absence.
5. Shall perform all tasks and functions before, during and after incidents in accordance with the department's standard operating procedures, rules and regulations.
6. Be thoroughly proficient in the operation and use of apparatus and equipment to which assigned and to operate this apparatus and equipment in a manner to best perform the functions for which assigned and not exceed it's designed limitations.
7. Be familiar with the up-to-date physical conditions which may be encountered within the assigned response area; ie. streets, buildings, hydrants, static water sources and fixed fire protection systems.
8. Responds to incidents, uses equipment and performs operations in a safe manner following standard operating procedures and rules and regulations. In the event of a line of duty injury, or vehicle accident/damage, immediately reports to shift lieutenant.
9. Display knowledge and proficiency in the proper use and application of radio communications.

**PRIMARY RESPONSIBILITIES AND DUTIES:** (cont'd.)

10. Completes all reports, personnel response check-offs and records after each response.
11. Keep constantly appraised of equipment status and location of apparatus. Perform an inventory check of on-board equipment after each incident prior to clearing apparatus from scene.
12. Complies with all applicable traffic laws of the State of Iowa while maintaining safe response at speeds appropriate to road, traffic and weather conditions.
13. Provides feedback through verbal and written communication to the shift lieutenant on routine and emergency operational observations, ideas and concerns.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

**Education:** Requires a level of knowledge normally acquired through the successful completion of high school, or an equivalent GED certification and the successful completion of the Iowa Civil Service examination. Requires certification in the State of Iowa as an Emergency Medical Technician and a Firefighter I.

**Experience:** Requires a basic mechanical ability and aptitude. Clerical abilities must be sufficient to complete forms and reports. Requires a valid chauffeur's license.

**Analytical Abilities:** Requires the ability to analyze the potential threat to life and property in emergency situations.

**Working Conditions:** Works a 24 hour on, 48 hour off shift. Requires work to be performed within the fire station environment, but occasionally works outdoors in a life threatening, hostile environment during emergency operations. Fire station duties may require heavy lifting, and physical and mechanical work.

**REPORTING RELATIONSHIPS:**

A. Reports to: Shift Lieutenant

B. Supervises: Job is not responsible for the supervision of other employees.

**Approval Review**

Employee\_\_\_\_\_

Department Head\_\_\_\_\_

Personnel\_\_\_\_\_

Effective Date\_\_\_\_\_

(04-03-96)

## **JOB DESCRIPTION**

### **Lieutenant**

FLSA: Exempt  
Pay Grade: 212  
Department: Fire Department

#### **GENERAL SUMMARY:**

Directs and supervises the activities of career firefighters assigned to a shift. Directs and supervises the activities of the career and volunteer firefighters assigned to a company during emergency operations. Assigns and oversees special projects and daily activities of the assigned shift firefighters. Communicates all relevant information, standard operating procedures and station orders to assigned shift firefighters. Is responsible for on-going training, preparation, and critique of emergency operations. Responds in a professional and timely fashion to citizen inquiries and requests. Is responsible for the coordination and operation of the special program(s) to which assigned. (i.e. Training, EMS, Haz-Mat, Vehicle Maintenance; Fire Prevention/Education).

#### **PRIMARY RESPONSIBILITIES AND DUTIES:**

1. Shall serve as the apparatus company officer on the assigned apparatus, fulfilling the duties, assignments, and tasks assigned to the apparatus company function.
2. Is responsible for the efficient operation and supervision of the company and personnel under his command.
3. If first-in officer, assumes command of operations until relieved by a higher ranking officer.
4. Shall coordinate and assist in all work functions and special projects to which assigned.
5. Shall be responsible for the on-going training, orientation, and critique of assigned company firefighters to ensure proficient response to, use, and effective application of apparatus, equipment, standard operating procedures, and incident operations.
6. Shall be responsible for the proper use, application, maintenance, care, clean-up, and appearance of equipment, apparatus, and stations assigned to the company. Report needed repairs, replacements, or adjustments to apparatus and or equipment immediately to the Station Captain.
7. Shall maintain control, order, and discipline over personnel assigned to the company, before, during, and after an incident through the enforcement of the departments standard operating procedures and rules and regulations.
8. Be thoroughly proficient in the operation and use of apparatus and equipment to which assigned and to operate this apparatus and equipment in a manner to best perform the functions for which assigned and not to exceed it's designed limitations.

PRIMARY RESPONSIBILITIES AND DUTIES: (cont'd.)

9. Be familiar with the up-to-date physical conditions which may be encountered within the assigned response area; ie. streets, buildings, hydrants, static water sources, and fixed fire protection systems.
10. Insure that responses, use of equipment, and operations are performed in a safe manner following Department rules and regulations. In the event of a line of duty injury, or vehicle accident/damage, immediately report to the Station Captain.
11. Display knowledge and proficiency in the proper use and application of radio communications.
12. Insure that all reports, personnel response checkoffs, and records are completed after each response.
13. Keep constantly appraised of equipment status and location on apparatus. Perform an inventory check of on-board equipment after each incident prior to clearing apparatus from scene.
14. Insure that the apparatus driver/operator complies with all applicable traffic laws of the State of Iowa while maintaining a safe response at speed appropriate to road, traffic, and weather conditions.
15. Provide feedback through verbal and written communications to the Station Captain on day-to-day and emergency operational observations, ideas and concerns.

KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED:

**Education:** Requires a level of knowledge normally acquired through extensive technical or specialized training which would be acquired in the first two years of college, technical, or business school. Requires certification by the State of Iowa as an Emergency Medical Technician, a Firefighter II, and a Hazardous Materials Technician. Requires the successful completion of the Civil Service Examination.

**Experience:** Requires three years of progressively more responsible work and leadership experience in a progressive fire department setting. Must possess a valid Chauffeur's driver's license and maintain the EMT and Firefighter Certificates.

**Interpersonal Skills:** Requires a level of interpersonal skills necessary to communicate operational and command decisions to both career and volunteer personnel and officers. Contacts are also made routinely with other City employees, other fire service personnel (career and volunteer), City officials, residents, school children, vendors and business owners.

**Analytical Ability:** Requires the ability to evaluate potential threats to life and property from medical/trauma emergencies and from fire and be able to determine the safest, most efficient means of addressing them.

Title: Lieutenant (cont'd.)  
Page 3.

**Working Conditions:** Requires work to be performed within the fire station environment, but occasionally works outdoors and in life threatening, hostile environments during emergency operations.

REPORTING RELATIONSHIPS:

- A. Reports to: Station Captain
- B. Supervises: Volunteer and Career Firefighters as assigned.

**Approval Review**

Employee \_\_\_\_\_

Department Head \_\_\_\_\_

Personnel \_\_\_\_\_

Effective Date \_\_\_\_\_

(04-15-97)

## **JOB DESCRIPTION**

### **Captain**

FLSA: Non-Exempt  
Pay Grade: 216  
Department: Fire Department  
Position #: 61007

#### **GENERAL SUMMARY:**

Is responsible for the coordination and conducting of the overall fire prevention program. Assumes command at emergency operations when indicated. Manages the activities of the volunteer and career lieutenants. Is responsible for the operation and supervision of companies and stations assigned. Assists in the coordination of the overall training program.

#### **PRIMARY RESPONSIBILITIES AND DUTIES:**

1. Coordinates, supervises, and conducts fire prevention programs, including, but not limited to:
  - \* Code enforcement - inspections
  - \* Plan review
  - \* Fire protection system testing
  - \* Preplanning
  - \* Juvenile firesetter program
  - \* Public Education
2. Assists the Chief in the investigation of fires to determine cause and origin.
3. Assumes command of firefighting operations or EMS/rescue operations at any call to which he responds until relieved by a higher ranking officer.
4. Coordinates and supervises the actions and activities of the career Lieutenant for fire, EMS/Rescue, other emergency functions, and in the day to day operations.
5. Assumes total responsibility for firefighting activities or EMS/rescue operations and related administrative functions in the absence of the Chief.
6. In the event of the absence of a company Lieutenant at an incident, the Captain shall perform all the duties of the absent Lieutenant at the request of the incident commander.
7. Is responsible to the Chief for the efficient coordination, operation, and supervision of the companies and station to which assigned.
8. Be thoroughly proficient in the operation, use, and application of all department apparatus and equipment.
9. Assists in the coordination, presentation and supervision of training activities conducted and sponsored by the department.



**KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED:**

**Education:** Requires a level of knowledge normally acquired through the successful completion of an Bachelor's Degree. Requires certification by the National Fire Academy as a Fire Prevention Officer and by the State of Iowa as an Emergency Medical Technician, a Firefighter II and an Instructor I.

**Experience:** Requires five years of progressively more responsible work and command experience in a progressive fire department setting. Requires a working knowledge of the Uniform Fire Code, Uniform Building Code, National Fire Code and Life Safety Code. Possesses a valid driver's license and maintains EMT and Firefighter certification.

**Interpersonal Skills:** Requires a level of interpersonal skills necessary to communicate operational and command decisions to both career and volunteer personnel and officers. Contacts are also made routinely with other City employees, other fire service personnel, City officials, residents, developers, school children, contractors, vendors and business owners.

**Analytical Ability:** Requires the ability to read and analyze blueprints, financial reports, establish schedules for career firefighters and evaluate potential threats to life and property from fire and to determine the safest most efficient means of addressing them.

**Working Conditions:** Requires work to be performed within a normal office environment, but occasionally works outdoors during emergency operation, training sessions and fire prevention activities.

**REPORTING RELATIONSHIPS:**

A. Reports to: Fire Chief

B. Supervises: Volunteer and Career Lieutenants

**Approval Review**

Employee\_\_\_\_\_

Department Head\_\_\_\_\_

Personnel\_\_\_\_\_

Effective Date\_\_\_\_\_

(04-03-96)

## **JOB DESCRIPTION**

### **Fire Chief**

FLSA: Exempt  
Pay Grade: 217  
Department: Fire  
Position #: 61000

#### **GENERAL SUMMARY:**

Directs and manages the City's Fire and Rescue Department. Reviews, revises and establishes the department's and division goals and objectives to meet the department's mission statement. Directs and manages the department administrative functions. Establishes and implements operational procedures and guidelines. Represents the department in city, county, state at national organization and meetings. Provides incident management and organization.

#### **PRIMARY RESPONSIBILITIES AND DUTIES:**

1. Maintains a trained, organized and progressive combination paid-volunteer member department for the purpose of providing response to and management of emergencies.
2. Maintains and directs active programs for administrative, suppression training, fire prevention, emergency medical services, hazardous materials and apparatus/equipment maintenance.
3. Communicates and works directly with the City Administrator on a regular basis.
4. Establishes and implements operational procedures and standards necessary for the department to be cohesive and effective.
5. Directs and manages the administrative functions of budgeting, documentation/recordkeeping, purchasing, inventory control, building maintenance, capitol expansion programs, bookkeeping, legal and communications/correspondence.
6. Evaluates fire protection needs and concerns in the City of Bettendorf as an advisor to the Mayor and City Council for the purpose of developing and maintaining an on-going planning process.
7. Maintains an active department participation in county, state and national programs, associations and organizations.
8. Manages the scene of an emergency incident by establishing control, organization and command when indicated.
9. Is responsible for the determination of cause and origin of fires.
10. Is responsible for the administration and enforcement of the Uniform Fire Code.

**KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED:**

**Education:** Requires a level of knowledge normally acquired through the successful completion of a Bachelor's Degree in Fire Protection or Public Administration, the National Fire Academy, Executive Fire Officer Program, the State of Iowa Emergency Medical Technician Certificate, Firefighter II certification, Instructor I certification, and Hazardous Materials Specialist certification.

**Experience:** Requires seven to ten years of progressively more responsible work experience and responsibility level within a combination paid/volunteer department as an officer. Must have functional experience in fire suppression, fire prevention, emergency medical services, hazardous materials and incident command.

**Interpersonal Skills:** Requires skills necessary to communicate commands, instructions and information to department personnel, officers, the public, peers, elected officials, and city administration. Contacts are broad and include city department personnel, elected and appointed city, county and state officials, local, state and national fire and rescue service personnel, city residents, vendors and the public in general.

**Analytical Ability:** Requires the ability to evaluate, analyze, interpret, and develop a plan of action under stressful conditions during emergency operations.

**Working Conditions:** Work is performed routinely within the normal office environment and occasionally outdoors during emergency operations.

**REPORTING RELATIONSHIPS:**

A. Reports to: Mayor, City Administrator

B. Supervises: All Fire Department Personnel

**Approval Review**

Employee\_\_\_\_\_

Department Head\_\_\_\_\_

Personnel\_\_\_\_\_

Effective Date\_\_\_\_\_

(04-03-96)